

2-751170

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

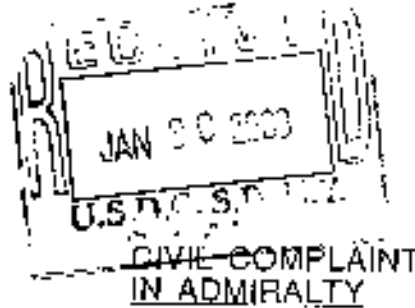
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,

Plaintiff,

- against -

IBRAHIM BABAJIDE ALLI,

Defendant.



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES,

INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE &

ASSOCIATES, as and for its Complaint against defendant IBRAHIM BABAJIDE
ALLI, in personam, in a cause of action civil and maritime, alleges upon information
and belief:

1. This is an admiralty and maritime claim within the meaning of Rule
9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of
1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of
Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED
SHIPPING SERVICES, INC. was and still is a corporation duly organized and
existing under the laws of the State of Delaware with offices and a place of business
at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned,
defendant had and now has the legal status and place of business as set forth in
Schedule A.

4. On or about the dates and at the ports of shipment stated in
Schedule A, certain goods were delivered to plaintiff to be carried to the ports of
destination and at the agreed charges to be paid by defendant pursuant to plaintiff's
public tariff.

5. Thereafter, the said goods were transported to the ports of

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$4,548.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,548.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
January 30, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



Alberto J. Avallone - AA1679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
551 Fifth Avenue, Suite 1701
New York, NY 10176
(212) 696-1760

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant IBRAHIM BABAJIDE ALLI was and still is a natural person and resident of the State of Illinois, residing at 2441 Creek Bend Road, Schaumburg, IL 60173.

II. Particulars:

1. Bill of Lading No. ZIMUORF222206, dated September 30, 2007, from Chicago to Nigeria via Norfolk on the Vessel DIMAN II, one (1) forty-foot container SAID TO CONTAIN: 3 CARS, at the applicable tariff and/or Service Contract rate of \$4,548.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$4,548.00

III. Total Amount Due: \$4,548.00

SHIPPER (EXPORTER) NAME & ADDRESS: RAHIM BABAJIDE ALLI 41 CREEK BEND RD HAUMBURG IL 60173		EXPORT NO. ORP198669	BILL OF LADING NO. ZINUORP222206
CONSIGNEE (NAME & ADDRESS): LI-ONIYE & SONS AKINWUNMI STREET MENDE MARYLAND 305 STATE NIGERIA		REF NO. SUN708020Y	PMCH 3718
NOT NEGOTIABLE (UNLESS DESIGNATED TO OTHERWISE) BY NAME & ADDRESS: LI-ONIYE & SONS AKINWUNMI STREET MENDE MARYLAND 305 STATE NIGERIA TEL#2348023121196		SUNSHIP INTL INC 6815 W 95TH STREET SUITE 100 OAK LAWN IL 60453	
ORIGIN DEFINITION SEE CLAUSE 8 OVERLEAF 1. CARRIAGE BY (MODE) SEA		POINT AND COUNTRY OF ORIGIN (FOR MERCHANTS REFERENCE ONLY) HAUMBURG, ILLINOIS	
2. VESSEL AMERICAN 275/B		REMARKS/STORY OR OTHER INSTRUCTIONS 38A WAYBILL SERVICE CONTRACT NO. 9900.00.1998	
3. PLACE OF RECEIPT OF GOODS (IF CONTRACTED FOR) CHICAGO		FURTHER ROUTING (AT MERCHANT'S EXPENSE) RISK AND RESPONSIBILITY: HAUMBURG, ILLINOIS	

PARTICULARS AS FURNISHED BY SHIPPER			
MARK & NOS. (CONT. NOS.)	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
DESCRIPTION DETAILS AS PER ATTACHED RIDER			
130260-001-001030000 3 PCV 12000LBS/544X600/80			
<div style="font-size: 2em; opacity: 0.5; transform: rotate(-10deg); display: inline-block;">NON-NEGOTIABLE</div> <div style="font-size: 3em; display: inline-block;">EXHIBIT "A"</div>			
COMMODITIES, TECHNOLOGY OR SOFTWARE WHEN EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORTATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			

DETAILS		TOTAL		
		UNIT	AMOUNT	UNIT
IGHT PREPAID	FREIGHT	UNIT	4150.00	4150.00
BOARD : 09/30/2007	FREIGHT TAX SU	UNIT	200.00	200.00
Y	INTERNATIONAL	UNIT	16.00	16.00
PEERS/LOAD/COUNT/STOW	INTERMODAL	UNIT	178.00	178.00
	ORIGIN AD VALOREM FREIGHT	UNIT	4.00	4.00

SHIPPER'S DECLARED VALUE OF GOODS If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and an express freight will be charged (See Clause 22)		\$US 4548.00	
NOTE: Merchant is responsible for the condition of the goods at the time of loading. The shipper is not responsible for the condition of the goods at the time of loading. The shipper is not responsible for the condition of the goods at the time of loading. The shipper is not responsible for the condition of the goods at the time of loading.		IF WITNESSES witness the Master or Agent of the said vessel has signed the bill of lading of original bills of lading issued below. At of this date and time, if the bill of lading is consigned to order, one shall be surrendered before delivery and the others to be stored and.	
PREPARED AT NOBOLLE		DATE OF ORIGINAL BILL OF LADING 3	
PLACE AND DATE OF ISSUE NOBOLLE, PA 09/30/2007		3 ZERO	
The Merchant's attention is drawn to the fact that the terms of the bill of lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 22 will not be applicable in the event that goods are carefully declared, loaded, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container rules and conditions (see Cl. 1 overleaf) and Carrier's Container Rules and Tariffs (see Clauses 10, 11, 12 & 19 overleaf).			

THIS DOCUMENT IS THE PROPERTY OF THE SHIPPER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE SHIPPER ACCEPTS NO LIABILITY FOR THE CONTENTS OF THIS DOCUMENT.

ITW American
As Agents for International Shipping Services Co.,

1 CXT X40 HC CONT. S.I.C. 5443KG
 1998 FORD ECONOLINE E150 12000LB
 VIN# 1FTRE1424WAB1649
 2004 MITSUBISHI OUTLANDER LS
 VIN# 3AMLZ31FX4U058441
 2004 TOYOTA CAMRY LE/XLE/SE
 VIN# 4T1B532K24U346085

XTN#363654639SUN/08020Y

WE CERTIFY THAT THE GAS TANKS
 ARE EMPTY & THE BATTERIES ARE
 DISCONNECTED.

V. KARAQICA

NG CR# N/A